

ASSIGNMENT OF LEASE AND RENTS

This ASSIGNMENT OF LEASE AND RENTS, dated as of January 15, 1996 ("Assignment"), is executed and delivered by ATEL LEASING CORPORATION, a California Corporation, not in its individual capacity but in its capacity as trustee under that certain Trust Agreement dated July 15, 1995, sometimes referred to as Mobil Oil Corporation Trust 95-1 (the "Trust Agreement"), between ATEL Leasing Corporation as Owner Trustee and ATEL Leasing Corporation as Initial Trustor ("Assignor"), having an address at 235 Pine Street, 6th Floor, San Francisco, California 94104 to and for the benefit of AID ASSOCIATION FOR LUTHERANS ("Assignee"), having an address at 4321 North Ballard Road, Appleton, Wisconsin 54919.

Preliminary Recitations:

A. Assignor has agreed to deliver this Assignment to Assignee pursuant to that certain Secured Note Purchase Agreement between Assignor and Assignee, dated as of November 30, 1995, as amended (the "Note Purchase Agreement"), and all of the Secured Non-Recourse Note(s) issued pursuant thereto (the "Notes") as a condition precedent to Assignee's extending credit to Assignor pursuant to that Note Purchase Agreement all of which Notes are or will be secured by, among other things, Mortgage and Security Agreements by and between Assignor and Assignee, executed and delivered in connection with the issuance of the Notes (the "Security Agreements") and this and all other Assignments.

B. The Security Agreement of even date herewith (the "Security Agreement") creates a lien on the railroad property described in Exhibit A thereto (the "Cars"), and upon the right, title and interest of Assignor in and under (Permanent) Equipment Schedule No. 2 (which incorporates by reference all of the terms and conditions of the Master Lease Agreement dated July 15, 1995, such Equipment Schedule and Master Lease, including all Riders and Schedules thereto, collectively the "Lease") between the Assignor, as lessor, and Mobil Oil Corporation, a New York corporation, as lessee (the "Lessee"), a Memorandum of which will be recorded with the Surface Transportation Board on Jun 23, 1996.

C. In order to induce Assignee to purchase the Note(s) and to accept the Security Agreement, Assignor is executing and delivering this Assignment to and for the benefit of Assignee.

Agreement:

1. Assignment.

(a) For value received, the receipt of which is hereby acknowledged, Assignor, as additional security for the

payment of the principal of, premium, if any, and interest and all other sums payable on, the Note(s), and for the performance and observance of the provisions of this and all other Assignments, the Note Purchase Agreement and each of the Security Agreements (collectively, the "Obligations"), has assigned, transferred, conveyed and set over, and by these presents does assign, transfer, convey and set over to Assignee all of Assignor's estate, right, title and interest in, to and under the Lease, and any and all subleases of any of the Cars, together with all rights, powers, privileges, options and other benefits of Assignor as lessor under the Lease, and as assignee of any sublease and/or owner of the Cars, including, but not by way of limitation: (i) the immediate and continuing right to receive and collect all rents, income, revenues, issues, profits, insurance proceeds, condemnation awards, moneys and security payable or receivable under the Lease or pursuant to any of the provisions thereof, whether as rents, Stipulated Loss Value, purchase price or otherwise (except sums payable directly to any person other than the lessor thereunder), all of which sums payable to Assignee pursuant to this clause (i) Assignor agrees shall be forwarded, by check or in immediately available funds, directly by the Lessee to Assignee at the address set forth above (or at such other place or in such other manner as the holder of the Note(s) shall have designated to the Lessee in writing), (ii) the right to make all waivers, agreements and elections, (iii) the right to give all notices, consents and releases, (iv) the right to take such action upon the happening of an Event of Default under the Lease including the commencement, conduct and consummation of proceedings at law or in equity as shall be permitted under any provision of the Lease or by law or in equity, (v) the right to retain any Item of Equipment (as defined in Rider No. 2 of the Lease) as to which the Lease has been terminated because of Economic Obsolescence pursuant to said Rider No. 2, and (vi) the right to do any and all things whatsoever which Assignor is or may become entitled to do under the Lease; but excluding in all cases the Excluded Rights and Excluded Payments.

(b) For the purposes of this and all other Assignments, the Note(s), the Note Purchase Agreement, each of the Security Agreements and all of the other documents, agreements and instruments entered into in connection herewith and therewith (collectively, together with any amendments or modifications thereto the "Loan Documents"), the term "Excluded Rights and Excluded Payments" shall mean any and all of the following:

(1) all payments of any indemnity under the Lease or any of the other documents, instruments or agreements entered into in connection therewith (collectively, the "Operative Agreements"), and all interest in respect thereof, which by the terms thereof are payable to the Assignor (but not those payable to the Assignee as an additional indemnitee);

(2) any insurance proceeds payable under public liability policies maintained by the Lessee pursuant to the Lease which by the terms of such policies or by the terms of the Lease are payable directly to the Assignor (but not those payable to the Assignee as an additional indemnitee), and, absent an Event of Default, or an event which with notice or the passage of time, or both, would become an Event of Default, any proceeds of insurance maintained with respect to the Cars by the Assignor in excess of the amount due to Secured Party calculated pursuant to Sections 4.4(a)(ii), (iii) and (iv) of the Note Purchase Agreement;

(3) all rights of the Assignor under any Operative Agreement to demand, collect, sue for or otherwise obtain all amounts from the Lessee due the Assignor all on account of any such indemnities or payments referred to in subparagraph (1) above and to seek legal or equitable remedies to require the Lessee to maintain the insurance coverage referred to in subparagraph (2) above, provided that the rights referred to in this subparagraph (3) shall not be deemed to include the exercise of any remedies provided for in the Lease other than the right to proceed by appropriate court action, either at law or in equity, to enforce performance by the Lessee of such indemnities or insurance covenants or to recover damages for the breach thereof; and

(4) the right of the Assignor, but not to the exclusion of the Assignee, as provided in any Operative Agreement (i) to receive from the Lessee notices, certificates and other documents and information which the Lessee is required or permitted to give or furnish to the Assignor pursuant thereto, (ii) to inspect the Cars and all records relating thereto, and (iii) to grant such consents, approvals and waivers as may be required or permitted to be made or given by the Assignor under the Operative Agreements.

2. Lease Obligations of Assignor. This Assignment is executed as collateral security, and the execution and delivery hereof shall not in any way impair or diminish the obligations of Assignor under the provisions of the Lease nor shall any of the obligations contained in the Lease be imposed upon Assignee. Upon the payment of the principal of and premium, if any, and all accrued interest on the Note(s) and of all other sums payable on the Note(s) and under the Note Purchase Agreement, each of the Security Agreements and this and all other Assignments and the performance and observance of the provisions thereof, this Assignment and all rights herein assigned to Assignee shall cease and terminate and all of the estate, right, title and interest of Assignor in and to the above-described assigned property shall revert to Assignor, and Assignee shall, at the request of Assignor, deliver to Assignor an instrument in a form proper for recording with the Interstate Commerce Commission ("ICC")

Registry, pursuant to the Interstate Commerce Act (the "Act"), canceling this Assignment together with all other releases, filings and all other documents and instruments reasonably requested by Assignor.

3. Lease Notices to Assignee. Assignor hereby directs the Lessee to deliver to Assignee at its address set forth above or at such other address as Assignee shall have designated in writing to the Lessee, duplicate original copies of all such notices, offers, undertakings, demands, statements, documents and other communications.

4. Pledge. Assignor herewith pledges and delivers to and deposits with Assignee the original executed chattel paper counterpart of the Lease as provided under the Security Agreement for the payment of the principal of, premium, if any, interest and all other sums payable on the Note(s), and of all other sums payable under the Note Purchase Agreement, each of the Security Agreements and this and all other Assignments, and the performance and observance of the provisions thereof.

5. Lease in Effect. Assignor represents to Assignee that the Lease is in full force and effect without further amendment or modification. Assignor represents to Assignee that Assignor has not executed any other mortgage and assignment of the subject matter of this Assignment other than the Security Agreement.

6. No Inconsistent Action. Assignor agrees that this Assignment and the designation and direction to the Lessee hereinabove set forth are irrevocable and that it will not, while this Assignment is in effect or thereafter until the Lessee has received from Assignee written notice of the termination thereof (which Assignee shall provide at such time as the Note(s) and all other obligations secured by the Loan Documents, have been paid and satisfied in full), take any action under the Lease or otherwise which is inconsistent with this Assignment, or make any other mortgage and assignment, designation or direction inconsistent therewith, and that any attempted mortgage and assignment, designation or direction inconsistent therewith shall be void. Assignor will, from time to time, upon the request of Assignee, execute all instruments of further assurance and all such supplemental instruments as Assignee may reasonably specify.

7. Subleases. This Assignment shall extend to and include all permitted subleases and amounts payable thereunder.

8. Representations and Warranties. Assignor represents and warrants to Assignee as follows:

(a) Assignor (i) is a corporation duly organized, validly existing and in good standing under the laws of the state

of California and is the trustee under that certain Trust Agreement dated July 15, 1995, between ATEL Leasing Corporation as Owner Trustee and ATEL Leasing Corporation as Initial Trustor (the "Trust Agreement"); (ii) is duly qualified to do business under the laws of those states where the failure to be so qualified would have a material adverse effect upon this Assignment or the ability of Assignor to perform its obligations hereunder; (iii) has full power, authority and legal right to acquire, own and give a lien on, and security interest in, the Cars, as defined in each of the Security Agreements, to execute and deliver the Note Purchase Agreement, the Note(s), each of the Security Agreements, the Lease, this and all other Assignments and all related UCC Financing Statements and/or filings under the Act with the ICC Registry and to perform and observe the terms and provisions of such instruments; and (iv) in addition to the representations and warranties herein contained, incorporates herein for the benefit of the Assignee, all of the representations and warranties contained in the Trust Agreement.

(b) Neither the execution, delivery nor performance of the Note Purchase Agreement, the Note(s), the Security Agreements, the Lease, this and all other Assignments or any related UCC Financing Statement and/or filings under the Act with the ICC Registry by Assignor (i) conflicts with, or results in a breach of, or constitutes or will constitute a default under (A) the Certificate or Articles of Incorporation or By-Laws of Assignor or the Trust Agreement, or (B) any applicable law, rule or regulation, or (C) any judgment, order, writ, injunction, decree or decision of any court, governmental authority or arbitrator to which Assignor is a party or by which it is bound, or (D) any license, permit, agreement or instrument to which Assignor is a party or by which it is bound, or (ii) results or will result in the creation or imposition of any lien, charge or encumbrance upon the Cars, the Lease (or the rents accruing thereunder), except the lien and security interest created, and as permitted, by the Security Agreements and this and all other Assignments and except for the Lessee's rights under the Lease.

(c) The Note Purchase Agreement, the Note(s), the Security Agreements, the Lease, this and all other Assignments and all related UCC Financing Statements and/or filings under the Act with the ICC Registry have been duly authorized, executed and delivered, for good and valuable consideration, by Assignor and constitute the legal, valid and binding obligations of Assignor, enforceable against Assignor, and against the security referred to in each of the Security Agreements, this and all other Assignments and all related UCC Financing Statements and/or filings under the Act with the ICC Registry, in accordance with their respective terms, except as limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally.

(d) There is no litigation, action, suit or proceeding pending, or to the knowledge of Assignor threatened, against or affecting Assignor before any court, administrative body or other agency which, if adversely determined, would result in a material and adverse change in the business or financial condition of Assignor or impair its capacity to comply with the Note Purchase Agreement, the Note(s), the Security Agreements, the Lease, this and all other Assignments and any related UCC Financing Statements and/or filings under the Act with the ICC Registry.

(e) Except for filings with the ICC Registry and the filing of the UCC Financing Statements, no consent, authorization or approval of, or registration, declaration or filing with, any governmental authority of the United States of America or the State of California, is necessary in connection with the execution, delivery and performance by Assignor of the Note Purchase Agreement, the Note(s), the Security Agreements, the Lease, this and all other Assignments and any related UCC Financing Statement and/or filings under the Act with the ICC Registry.

(f) Assignor has received no payments pursuant to the Lease, including, but not limited to, rent in advance of the due date thereof, but has received Interim Rent and rent payments due and payable on dates prior to the date hereof.

(g) No event has occurred or is continuing which would constitute a default or Event of Default under the Note Purchase Agreement, the Note(s), any of the Security Agreements or, to Assignor's knowledge, an Event of Default under the Lease or would constitute such a default, Event of Default or an Event of Default but for the requirement that notice be given or that a period of time elapse, or both.

9. No Amendment of Lease. Except to the extent relating to any Excluded Rights or Excluded Payments, Assignor will not enter into any agreement subordinating, terminating, amending, modifying or supplementing the Lease without the consent thereto in writing of Assignee and any such attempted subordination, termination, amendment, modification or supplement without such consent shall be void. In the event that the Lease shall be amended, modified or supplemented as herein permitted, the Lease as so amended, modified or supplemented shall continue to be subject to the provisions of this Assignment without the necessity of any further act by any of the parties hereto.

10. Other Security. Assignee may resort for the payment of the Note(s) and all other amounts secured by this Assignment, or any part thereof, to any other security therefor held by Assignee in such order and manner as Assignee may elect.

11. Non-Recourse. Notwithstanding any provision of the Loan Documents to the contrary, the Obligations shall be satisfied solely out of the Collateral (as defined in the Loan Documents). Without limiting the generality of the foregoing, the Assignor shall have no liability to make any payments under this Assignment, the Note(s), or any of the other Loan Documents whatsoever except from the Collateral. This paragraph shall not apply to the Assignor's obligations under Sections 1.4, 4.2, 7.3 and 7.4 of the Note Purchase Agreement, to moneys received by the Assignor contrary to the provisions of any of the Loan Documents, or to a judgment based upon a finding of fraud or material misrepresentation on the part of Assignor.

12. Wisconsin Law. This Assignment shall be deemed delivered in the State of Wisconsin and the rights and obligations of the parties hereunder shall be construed and interpreted in accordance with the laws of the State of Wisconsin.

13. Invalidity. If any provision of this Assignment or any application thereof shall be invalid or unenforceable, the remainder thereof and any other application of such provision shall not be affected thereby.

14. Successors and Assigns. This Assignment shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns.

15. Defined Terms. Capitalized terms not otherwise defined herein shall have the meaning set forth in the Loan Documents and the Lease.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed, as of the day and year first above written.

ATEL LEASING CORPORATION not in  
its individual capacity, but solely  
as Trustee under the Trust  
Agreement

By:  (SEAL)

Name: Dean Cash

Title: President

STATE OF CALIFORNIA

}

ss.

COUNTY OF SAN FRANCISCO

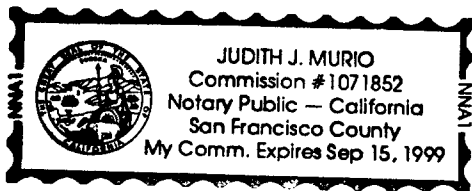
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On 11.17.96, before me, the undersigned officer, personally appeared \_\_\_\_\_

Dean Cash

personally known to me, whose name is subscribed to this instrument and acknowledged to me that he executed the same on such day in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



(Notarial Seal)

A handwritten signature in cursive script, reading 'Judith J. Murio', written over the words 'Notary Public' which are printed below the signature line.

Notary Public

My Commission expires: September 15, 1999



# EXHIBIT A

## PERMANENT EQUIPMENT SCHEDULE NO. 2

to Master Lease Agreement dated as of July 15, 1995 ("Lease")

between ATEL Leasing Corporation ("Lessor")

and Mobil Oil Corporation ("Lessee")

| No. of<br>Cars                 | Manufacturer             | Description               | DOT<br>Specification | Car No.    | Equipment<br>Cost | Freight &<br>Other Costs | Total<br>Equipment Cost |
|--------------------------------|--------------------------|---------------------------|----------------------|------------|-------------------|--------------------------|-------------------------|
| Accept 2-2 (November 15, 1995) |                          |                           |                      |            |                   |                          |                         |
| 1                              | Trinity Industries, Inc. | Liquid Petroleum Tank Car | 112J340W             | MBLX 34358 | \$75,500          | \$1,156.00               | \$76,656.00             |
| 2                              | Trinity Industries, Inc. | Liquid Petroleum Tank Car | 112J340W             | MBLX 34359 | \$75,500          | \$1,156.00               | \$76,656.00             |
| 3                              | Trinity Industries, Inc. | Liquid Petroleum Tank Car | 112J340W             | MBLX 34362 | \$75,500          | \$1,156.00               | \$76,656.00             |
| 4                              | Trinity Industries, Inc. | Liquid Petroleum Tank Car | 112J340W             | MBLX 34366 | \$75,500          | \$1,156.00               | \$76,656.00             |
| 5                              | Trinity Industries, Inc. | Liquid Petroleum Tank Car | 112J340W             | MBLX 34370 | \$75,500          | \$1,156.00               | \$76,656.00             |
| 6                              | Trinity Industries, Inc. | Liquid Petroleum Tank Car | 112J340W             | MBLX 34371 | \$75,500          | \$1,156.00               | \$76,656.00             |
| 7                              | Trinity Industries, Inc. | Liquid Petroleum Tank Car | 112J340W             | MBLX 34372 | \$75,500          | \$1,156.00               | \$76,656.00             |
| 8                              | Trinity Industries, Inc. | Liquid Petroleum Tank Car | 112J340W             | MBLX 34373 | \$75,500          | \$1,156.00               | \$76,656.00             |
| 9                              | Trinity Industries, Inc. | Liquid Petroleum Tank Car | 112J340W             | MBLX 34375 | \$75,500          | \$1,156.00               | \$76,656.00             |
| 10                             | Trinity Industries, Inc. | Liquid Petroleum Tank Car | 112J340W             | MBLX 34379 | \$75,500          | \$1,156.00               | \$76,656.00             |
| 11                             | Trinity Industries, Inc. | Liquid Petroleum Tank Car | 112J340W             | MBLX 34382 | \$75,500          | \$1,156.00               | \$76,656.00             |
| 12                             | Trinity Industries, Inc. | Liquid Petroleum Tank Car | 112J340W             | MBLX 34383 | \$75,500          | \$1,156.00               | \$76,656.00             |
| 13                             | Trinity Industries, Inc. | Liquid Petroleum Tank Car | 112J340W             | MBLX 34384 | \$75,500          | \$1,156.00               | \$76,656.00             |
| 14                             | Trinity Industries, Inc. | Liquid Petroleum Tank Car | 112J340W             | MBLX 34385 | \$75,500          | \$1,156.00               | \$76,656.00             |
| 15                             | Trinity Industries, Inc. | Liquid Petroleum Tank Car | 112J340W             | MBLX 34386 | \$75,500          | \$1,156.00               | \$76,656.00             |
| 16                             | Trinity Industries, Inc. | Liquid Petroleum Tank Car | 112J340W             | MBLX 34387 | \$75,500          | \$1,156.00               | \$76,656.00             |
| 17                             | Trinity Industries, Inc. | Liquid Petroleum Tank Car | 112J340W             | MBLX 34389 | \$75,500          | \$1,156.00               | \$76,656.00             |
| 18                             | Trinity Industries, Inc. | Liquid Petroleum Tank Car | 112J340W             | MBLX 34390 | \$75,500          | \$1,156.00               | \$76,656.00             |
| 19                             | Trinity Industries, Inc. | Liquid Petroleum Tank Car | 112J340W             | MBLX 34391 | \$75,500          | \$1,156.00               | \$76,656.00             |
| 20                             | Trinity Industries, Inc. | Liquid Petroleum Tank Car | 112J340W             | MBLX 34392 | \$75,500          | \$1,156.00               | \$76,656.00             |
| 21                             | Trinity Industries, Inc. | Liquid Petroleum Tank Car | 112J340W             | MBLX 34393 | \$75,500          | \$1,156.00               | \$76,656.00             |
| 22                             | Trinity Industries, Inc. | Liquid Petroleum Tank Car | 112J340W             | MBLX 34394 | \$75,500          | \$1,156.00               | \$76,656.00             |
| 23                             | Trinity Industries, Inc. | Liquid Petroleum Tank Car | 112J340W             | MBLX 34395 | \$75,500          | \$1,156.00               | \$76,656.00             |
| 24                             | Trinity Industries, Inc. | Liquid Petroleum Tank Car | 112J340W             | MBLX 34396 | \$75,500          | \$1,156.00               | \$76,656.00             |
| 25                             | Trinity Industries, Inc. | Liquid Petroleum Tank Car | 112J340W             | MBLX 34397 | \$75,500          | \$1,156.00               | \$76,656.00             |
| 26                             | Trinity Industries, Inc. | Liquid Petroleum Tank Car | 112J340W             | MBLX 34399 | \$75,500          | \$1,156.00               | \$76,656.00             |
| 27                             | Trinity Industries, Inc. | Liquid Petroleum Tank Car | 112J340W             | MBLX 34400 | \$75,500          | \$1,156.00               | \$76,656.00             |
| 28                             | Trinity Industries, Inc. | Liquid Petroleum Tank Car | 112J340W             | MBLX 34401 | \$75,500          | \$1,156.00               | \$76,656.00             |
| 29                             | Trinity Industries, Inc. | Liquid Petroleum Tank Car | 112J340W             | MBLX 34403 | \$75,500          | \$1,156.00               | \$76,656.00             |

# EXHIBIT A

## PERMANENT EQUIPMENT SCHEDULE NO. 2

to Master Lease Agreement dated as of July 15, 1995 ("Lease")

between ATEL Leasing Corporation ("Lessor")

and Mobil Oil Corporation ("Lessee")

| No. of<br>Cars                 | Manufacturer             | Description               | DOT<br>Specification | Cat No.    | Equipment<br>Cost | Freight &<br>Other Costs | Total<br>Equipment Cost |
|--------------------------------|--------------------------|---------------------------|----------------------|------------|-------------------|--------------------------|-------------------------|
| 30                             | Trinity Industries, Inc. | Liquid Petroleum Tank Car | 112J340W             | MBLX 34405 | \$75,500          | \$1,156.00               | \$76,656.00             |
| 31                             | Trinity Industries, Inc. | Liquid Petroleum Tank Car | 112J340W             | MBLX 34407 | \$75,500          | \$1,156.00               | \$76,656.00             |
| 32                             | Trinity Industries, Inc. | Liquid Petroleum Tank Car | 112J340W             | MBLX 34408 | \$75,500          | \$1,156.00               | \$76,656.00             |
| 33                             | Trinity Industries, Inc. | Liquid Petroleum Tank Car | 112J340W             | MBLX 34409 | \$75,500          | \$1,156.00               | \$76,656.00             |
| 34                             | Trinity Industries, Inc. | Liquid Petroleum Tank Car | 112J340W             | MBLX 34410 | \$75,500          | \$1,156.00               | \$76,656.00             |
| 35                             | Trinity Industries, Inc. | Liquid Petroleum Tank Car | 112J340W             | MBLX 34411 | \$75,500          | \$1,156.00               | \$76,656.00             |
| 36                             | Trinity Industries, Inc. | Liquid Petroleum Tank Car | 112J340W             | MBLX 34412 | \$75,500          | \$1,156.00               | \$76,656.00             |
| 37                             | Trinity Industries, Inc. | Liquid Petroleum Tank Car | 112J340W             | MBLX 34413 | \$75,500          | \$1,156.00               | \$76,656.00             |
| 38                             | Trinity Industries, Inc. | Liquid Petroleum Tank Car | 112J340W             | MBLX 34415 | \$75,500          | \$1,156.00               | \$76,656.00             |
| 39                             | Trinity Industries, Inc. | Liquid Petroleum Tank Car | 112J340W             | MBLX 34416 | \$75,500          | \$1,156.00               | \$76,656.00             |
| 40                             | Trinity Industries, Inc. | Liquid Petroleum Tank Car | 112J340W             | MBLX 34419 | \$75,500          | \$1,156.00               | \$76,656.00             |
| 41                             | Trinity Industries, Inc. | Liquid Petroleum Tank Car | 112J340W             | MBLX 34420 | \$75,500          | \$1,156.00               | \$76,656.00             |
| 42                             | Trinity Industries, Inc. | Liquid Petroleum Tank Car | 112J340W             | MBLX 34424 | \$75,500          | \$1,156.00               | \$76,656.00             |
| 43                             | Trinity Industries, Inc. | Liquid Petroleum Tank Car | 112J340W             | MBLX 34426 | \$75,500          | \$1,156.00               | \$76,656.00             |
| 44                             | Trinity Industries, Inc. | Liquid Petroleum Tank Car | 112J340W             | MBLX 34427 | \$75,500          | \$1,156.00               | \$76,656.00             |
| 45                             | Trinity Industries, Inc. | Liquid Petroleum Tank Car | 112J340W             | MBLX 34428 | \$75,500          | \$1,156.00               | \$76,656.00             |
| 46                             | Trinity Industries, Inc. | Liquid Petroleum Tank Car | 112J340W             | MBLX 34430 | \$75,500          | \$1,156.00               | \$76,656.00             |
| 47                             | Trinity Industries, Inc. | Liquid Petroleum Tank Car | 112J340W             | MBLX 34434 | \$75,500          | \$1,156.00               | \$76,656.00             |
|                                |                          |                           |                      |            | \$3,548,500       | \$54,332.00              | \$3,602,832.00          |
| Accept 2-2 (November 15, 1995) |                          |                           |                      |            |                   |                          |                         |
| 1                              | Trinity Industries, Inc. | Petroleum Wax Car         | 111A100W1            | MBLX 27000 | \$58,900          | \$543.00                 | \$59,443.00             |
| 2                              | Trinity Industries, Inc. | Petroleum Wax Car         | 111A100W1            | MBLX 27001 | \$58,900          | \$543.00                 | \$59,443.00             |
| 3                              | Trinity Industries, Inc. | Petroleum Wax Car         | 111A100W1            | MBLX 27002 | \$58,900          | \$543.00                 | \$59,443.00             |
| 4                              | Trinity Industries, Inc. | Petroleum Wax Car         | 111A100W1            | MBLX 27003 | \$58,900          | \$543.00                 | \$59,443.00             |
| 5                              | Trinity Industries, Inc. | Petroleum Wax Car         | 111A100W1            | MBLX 27004 | \$58,900          | \$543.00                 | \$59,443.00             |
| 6                              | Trinity Industries, Inc. | Petroleum Wax Car         | 111A100W1            | MBLX 27005 | \$58,900          | \$543.00                 | \$59,443.00             |
| 7                              | Trinity Industries, Inc. | Petroleum Wax Car         | 111A100W1            | MBLX 27006 | \$58,900          | \$543.00                 | \$59,443.00             |
| 8                              | Trinity Industries, Inc. | Petroleum Wax Car         | 111A100W1            | MBLX 27007 | \$58,900          | \$543.00                 | \$59,443.00             |
| 9                              | Trinity Industries, Inc. | Petroleum Wax Car         | 111A100W1            | MBLX 27008 | \$58,900          | \$543.00                 | \$59,443.00             |
| 10                             | Trinity Industries, Inc. | Petroleum Wax Car         | 111A100W1            | MBLX 27009 | \$58,900          | \$543.00                 | \$59,443.00             |
| 11                             | Trinity Industries, Inc. | Petroleum Wax Car         | 111A100W1            | MBLX 27010 | \$58,900          | \$543.00                 | \$59,443.00             |

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## PERMANENT EQUIPMENT SCHEDULE NO. 2

to Master Lease Agreement dated as of July 15, 1995 ("Lease")

between ATEL Leasing Corporation ("Lessor")

and Mobil Oil Corporation ("Lessee")

| No. of<br>Cars | Manufacturer             | Description       | DOT<br>Specification | Car No.    | Equipment<br>Cost | Freight &<br>Other Costs | Total<br>Equipment Cost |
|----------------|--------------------------|-------------------|----------------------|------------|-------------------|--------------------------|-------------------------|
| 12             | Trinity Industries, Inc. | Petroleum Wax Car | 111A100W1            | MBLX 27011 | \$58,900          | \$543.00                 | \$59,443.00             |
| 13             | Trinity Industries, Inc. | Petroleum Wax Car | 111A100W1            | MBLX 27012 | \$58,900          | \$543.00                 | \$59,443.00             |
| 14             | Trinity Industries, Inc. | Petroleum Wax Car | 111A100W1            | MBLX 27013 | \$58,900          | \$543.00                 | \$59,443.00             |
| 15             | Trinity Industries, Inc. | Petroleum Wax Car | 111A100W1            | MBLX 27014 | \$58,900          | \$543.00                 | \$59,443.00             |
| 16             | Trinity Industries, Inc. | Petroleum Wax Car | 111A100W1            | MBLX 27015 | \$58,900          | \$543.00                 | \$59,443.00             |
| 17             | Trinity Industries, Inc. | Petroleum Wax Car | 111A100W1            | MBLX 27016 | \$58,900          | \$543.00                 | \$59,443.00             |
| 18             | Trinity Industries, Inc. | Petroleum Wax Car | 111A100W1            | MBLX 27017 | \$58,900          | \$543.00                 | \$59,443.00             |
| 19             | Trinity Industries, Inc. | Petroleum Wax Car | 111A100W1            | MBLX 27018 | \$58,900          | \$543.00                 | \$59,443.00             |
| 20             | Trinity Industries, Inc. | Petroleum Wax Car | 111A100W1            | MBLX 27019 | \$58,900          | \$543.00                 | \$59,443.00             |
| 21             | Trinity Industries, Inc. | Petroleum Wax Car | 111A100W1            | MBLX 27020 | \$58,900          | \$543.00                 | \$59,443.00             |
| 22             | Trinity Industries, Inc. | Petroleum Wax Car | 111A100W1            | MBLX 27021 | \$58,900          | \$543.00                 | \$59,443.00             |
| 23             | Trinity Industries, Inc. | Petroleum Wax Car | 111A100W1            | MBLX 27022 | \$58,900          | \$543.00                 | \$59,443.00             |
| 24             | Trinity Industries, Inc. | Petroleum Wax Car | 111A100W1            | MBLX 27023 | \$58,900          | \$543.00                 | \$59,443.00             |
| 25             | Trinity Industries, Inc. | Petroleum Wax Car | 111A100W1            | MBLX 27024 | \$58,900          | \$543.00                 | \$59,443.00             |
| 26             | Trinity Industries, Inc. | Petroleum Wax Car | 111A100W1            | MBLX 27025 | \$58,900          | \$543.00                 | \$59,443.00             |
| 27             | Trinity Industries, Inc. | Petroleum Wax Car | 111A100W1            | MBLX 27026 | \$58,900          | \$543.00                 | \$59,443.00             |
| 28             | Trinity Industries, Inc. | Petroleum Wax Car | 111A100W1            | MBLX 27027 | \$58,900          | \$543.00                 | \$59,443.00             |
| 29             | Trinity Industries, Inc. | Petroleum Wax Car | 111A100W1            | MBLX 27028 | \$58,900          | \$543.00                 | \$59,443.00             |
| 30             | Trinity Industries, Inc. | Petroleum Wax Car | 111A100W1            | MBLX 27029 | \$58,900          | \$543.00                 | \$59,443.00             |
| 31             | Trinity Industries, Inc. | Petroleum Wax Car | 111A100W1            | MBLX 27030 | \$58,900          | \$543.00                 | \$59,443.00             |
| 32             | Trinity Industries, Inc. | Petroleum Wax Car | 111A100W1            | MBLX 27031 | \$58,900          | \$543.00                 | \$59,443.00             |
| 33             | Trinity Industries, Inc. | Petroleum Wax Car | 111A100W1            | MBLX 27032 | \$58,900          | \$543.00                 | \$59,443.00             |
| 34             | Trinity Industries, Inc. | Petroleum Wax Car | 111A100W1            | MBLX 27033 | \$58,900          | \$543.00                 | \$59,443.00             |
| 35             | Trinity Industries, Inc. | Petroleum Wax Car | 111A100W1            | MBLX 27034 | \$58,900          | \$543.00                 | \$59,443.00             |
| 36             | Trinity Industries, Inc. | Petroleum Wax Car | 111A100W1            | MBLX 27035 | \$58,900          | \$543.00                 | \$59,443.00             |
| 37             | Trinity Industries, Inc. | Petroleum Wax Car | 111A100W1            | MBLX 27036 | \$58,900          | \$543.00                 | \$59,443.00             |
| 38             | Trinity Industries, Inc. | Petroleum Wax Car | 111A100W1            | MBLX 27037 | \$58,900          | \$543.00                 | \$59,443.00             |
| 39             | Trinity Industries, Inc. | Petroleum Wax Car | 111A100W1            | MBLX 27038 | \$58,900          | \$543.00                 | \$59,443.00             |
| 40             | Trinity Industries, Inc. | Petroleum Wax Car | 111A100W1            | MBLX 27039 | \$58,900          | \$543.00                 | \$59,443.00             |
| 41             | Trinity Industries, Inc. | Petroleum Wax Car | 111A100W1            | MBLX 27040 | \$58,900          | \$543.00                 | \$59,443.00             |
| 42             | Trinity Industries, Inc. | Petroleum Wax Car | 111A100W1            | MBLX 27041 | \$58,900          | \$543.00                 | \$59,443.00             |

# EXHIBIT A

## PERMANENT EQUIPMENT SCHEDULE NO. 2

to Master Lease Agreement dated as of July 15, 1995 ("Lease")

between ATEL Leasing Corporation ("Lessor")

and Mobil Oil Corporation ("Lessee")

| No. of<br>Cars | Manufacturer             | Description       | DOT<br>Specification | Car No.    | Equipment<br>Cost  | Freight &<br>Other Costs | Total<br>Equipment Cost |
|----------------|--------------------------|-------------------|----------------------|------------|--------------------|--------------------------|-------------------------|
| 43             | Trinity Industries, Inc. | Petroleum Wax Car | 111A100W1            | MBLX 27042 | \$58,900           | \$543.00                 | \$59,443.00             |
| 44             | Trinity Industries, Inc. | Petroleum Wax Car | 111A100W1            | MBLX 27043 | \$58,900           | \$543.00                 | \$59,443.00             |
| 45             | Trinity Industries, Inc. | Petroleum Wax Car | 111A100W1            | MBLX 27044 | \$58,900           | \$543.00                 | \$59,443.00             |
| 46             | Trinity Industries, Inc. | Petroleum Wax Car | 111A100W1            | MBLX 27045 | \$58,900           | \$543.00                 | \$59,443.00             |
| 47             | Trinity Industries, Inc. | Petroleum Wax Car | 111A100W1            | MBLX 27046 | \$58,900           | \$543.00                 | \$59,443.00             |
| 48             | Trinity Industries, Inc. | Petroleum Wax Car | 111A100W1            | MBLX 27047 | \$58,900           | \$543.00                 | \$59,443.00             |
| 49             | Trinity Industries, Inc. | Petroleum Wax Car | 111A100W1            | MBLX 27048 | \$58,900           | \$543.00                 | \$59,443.00             |
| 50             | Trinity Industries, Inc. | Petroleum Wax Car | 111A100W1            | MBLX 27049 | \$58,900           | \$543.00                 | \$59,443.00             |
|                |                          |                   |                      |            | <u>\$2,945,000</u> | <u>\$27,150.00</u>       | <u>\$2,972,150.00</u>   |

Schedule No. 3 Equipment

GRAND TOTALS

|                    |                 |                    |
|--------------------|-----------------|--------------------|
| <u>\$6,493,500</u> | <u>\$81,482</u> | <u>\$6,574,982</u> |
|--------------------|-----------------|--------------------|